

Chickasaw Co.

Teamsters #238 (Mixed)

7/1/2005 6/30/2008

COLLECTIVE BARGAINING AGREEMENT

between

CHICKASAW COUNTY, IOWA

COURTHOUSE

and

CHAUFFEURS, TEAMSTERS & HELPERS

LOCAL NO. 238

JULY 1, 2005

through

JUNE 30, 2008

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AGREEMENT

This Agreement entered into this _____ day of _____, _____ by and between CHICKASAW COUNTY COURTHOUSE, hereinafter referred to as the "Employer", and CHAUFFEURS, TEAMSTERS & HELPERS LOCAL NO. 238, an affiliate of INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union", represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

ARTICLE 1 RECOGNITION

Section 1.1 The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours and other terms and conditions of employment permitted by the Act for all employees of the Chickasaw County Courthouse, including all regular full-time and regular part-time county homemaker clerical, sanitation clerical, treasurer clerical and auditor clerical as set forth in the Iowa Public Employment Relations Board Order of Certification Case No. 6773, dated May 4, 2004, which excludes the Auditor, recorder, treasurer, first deputies, Director of Homemaker Health, homemaker health aides and all others excluded by Iowa Code section 20.4.

Section 1.2 The County shall not enter into any agreement with the employees of the Chickasaw County Courthouse individually or collectively or with any other organizations which in any way conflict with the provisions of this Agreement.

ARTICLE 2 EMPLOYER RIGHTS

Except as expressly abridged in this Agreement by a specific provision, the Public Employer shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and the right to:

1. Direct the work of its public employees.
2. Hire, promote, demote, transfer, assign and retain public employees in positions within the public agency.
3. Suspend or discharge public employees for proper cause.
4. Maintain the efficiency of governmental operations.

5. Relieve public employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the Public Employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the Public Employer.
8. Initiate, prepare, certify and administer its budget.
9. Exercise all powers and duties granted to the Public Employer by law.

ARTICLE 3 NON-DISCRIMINATION IN EMPLOYMENT

Section 3.1 The Employer and the Union agree to comply with any non-discrimination in employment laws that are applicable. There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in, or non-membership in, the Union. The parties will not discriminate against an employee because of an employee's support or non-support or participation or non-participation in Union affairs and/or activities.

Section 3.2 All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 3.3 The Employer and the Union agree that exceptions to all articles of this agreement may be granted in order for the Union and/or the Employer to comply with provisions of the Americans with Disabilities Act, however, before any exceptions are granted or approved by the Employer, the Union will be notified of particular exceptions and will be given the opportunity to review and propose alternatives. No exceptions will be made without the other parties consent.

ARTICLE 4 SEPARABILITY AND SAVINGS

Section 4.1 If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, those provisions shall be deleted. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties shall meet within thirty (30) days to negotiate a replacement for the specific provision of the Agreement voided. This shall be cost comparable, if an economic item.

ARTICLE 5 NO STRIKE - NO LOCKOUT

Section 5.1 The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support or suggest any strikes, slowdowns, picketing, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, or any such related activities as covered in Section 12 of the Act.

Section 5.2 The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 6 GRIEVANCE PROCEDURE AND ARBITRATION

Section 6.1 The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee or employees regarding a violation of any expressed provision of this Agreement shall be adjusted in accordance with the following procedure:

Informal: An employee shall discuss a complaint or problem orally with the Department Head or his designated representative within the three (3) day working period following its occurrence in an effort to resolve the problem in an informal manner.

Grievance Steps:

Step 1. If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee and/or the Union shall present a grievance in writing to the Department Head or his designated representative within three (3) working days following the oral discussion. Within ten (10) working days after this Step 1 meeting, the Department Head or his designated representative will answer the grievance in writing. A written copy of the grievance will be given to the Department Head.

Step 2. Any grievance not settled in Step 1 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within ten (10) working days after the date of the Department Head's or his designated representative's answer given in Step 1.

Section 6.2 Any aggrieved employee shall have the right to have a Union representative present at the grievance meeting(s) if requested.

Section 6.3 All grievances must be taken up promptly and awards or settlements thereof shall in no case be made retroactive beyond the date on which the occurrence giving rise to the grievance was first presented in written form as provided in Step 1 of the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at Step 1 is not timely answered by the Employer, it shall automatically be referred to Step 2.

Section 6.4 After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Federal Mediation and Conciliation Service to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list. The Union is to strike the first name.

Section 6.5 After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

Section 6.6 The fees and expenses of the arbitrator will be shared equally between the Employer and the Union. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change, alter, ignore, nullify, detract from or add to the provisions of this Agreement. The arbitrator's decision shall be final and binding on both parties.

Section 6.7 All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

Section 6.8 The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon mutual agreement of the Union and the Employer.

Section 6.9 In the event that any employee takes action on any complaint or takes action through any governmental agency regarding violation of his/her rights, then all rights to this contractual grievance procedure shall be waived and no grievance shall be allowed regarding the issue.

ARTICLE 7 SENIORITY

Section 7.1 Seniority means an employee's length of continuous service in the bargaining unit since their last date of hire. For the purpose of layoffs, seniority shall be administered on a job classification basis. There will be two (2) seniority lists, a full-time list and a part-time list. Part-time seniority is transferable to full-time on a basis of one (1) year of part-time seniority will equal six (6) months full-time seniority; however, a part-time employee's seniority will go back to the original date of hire and the benefits available to them will be computed on a pro rata basis

Section 7.2 A new employee shall serve a probationary period of six (6) months. Upon completion of the probationary period, they shall be put on the seniority list and their seniority shall be determined from their last date of hire. They may be terminated during the probationary period without recourse to the grievance procedure.

Section 7.3 The Union shall be furnished with a seniority list and job classifications of all employees covered by this Agreement. When the working force is to be reduced, the Employer will select what job classification is to be reduced. When qualifications, skill and ability are relatively equal, the least senior employee will be removed first. On recall from layoff, employees will be returned to work in reverse order of layoff, if qualified to perform the work available. Probationary employees have no recall rights.

Section 7.4 Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record. The employee must respond to such notice within three (3) days after receipt thereof and actually report to work in seven (7) days after receipt of notice, unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he/she shall be terminated and lose all seniority rights under this Agreement.

Section 7.5 An employee shall lose his/her seniority and the employment relationship shall be broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged-for proper cause.
- (c) Engaging in other work while on personal leave of absence or giving false reason for obtaining a personal leave of absence.
- (d) Failure to report for work at the end of absence.

- (e) Failure to report to work within ten (10) days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address, according to Employer's records. It is the employee's responsibility to keep the Employer informed of their current address and phone number.
- (f) Seniority rights will be forfeited after the continuous period of layoff exceeds twelve (12) months.
- (g) Employee retires.

Section 7.6 If an employee is transferred out of the bargaining unit, his/her seniority continues to accumulate.

Section 7.7 After the first consecutive sixty (60) days of unpaid leave of absence, seniority shall not accumulate.

ARTICLE 8 LEAVE OF ABSENCE

Section 8.1 An employee who has completed his/her initial probationary period may be granted a leave of absence for personal reasons without pay, and without loss of seniority for a period not to exceed sixty (60) days, provided the employee obtains advance written permission from the County and can be spared from work for that purpose. Such leaves without pay shall be granted only at the discretion of the County and when it is deemed to be in the best interest of the employee and the County. No fringe benefits will be accrued during the unpaid leave, nor shall longevity for pay purposes accrue. If an employee requests a leave of absence for five (5) days or less and can be spared from work for that purpose, request and permission will be made verbally.

Section 8.2 Except for work related illness or accidents, an employee who, because of illness or accident, is physically unable to report for work may be given a leave of absence for a period not to exceed one (1) year without pay and without loss of seniority for the duration of such disability, provided the employee promptly provides the County with medical proof of the necessity for such absence when same is requested by County. The County may require medical proof certifying that the individual has recovered sufficiently to perform all the functions of his/her job or may, at the County's option and at the County's expense, send the employee to a doctor of the County's choice for such certification prior to allowing the employee to return to work.

Section 8.3 When required by the state and if agreed to by the County, the County shall reimburse according to County policy, any employee for all food, lodging, travel and school expenses incurred for the attendance of in-service training schools. No employee shall suffer a loss of days off due to temporary rescheduling of the work schedule to attend such school. Any employee required to attend department training or meetings will be allowed to take said time from his/her regular schedule shift or will be paid within the same payroll period, at the discretion of the County. All new employees employed by the County shall, if required by the state, be provided necessary training at appropriate school(s) to insure that they are certified according to Iowa law.

ARTICLE 9 JURY DUTY

Section 9.1 If an employee is called for jury duty, the County will pay the difference in jury duty pay and a regular days earnings. A certificate from the Clerk of Court showing dates of service and earnings while on jury duty must be submitted to the County upon returning to work. If released from jury duty prior to Noon on any workday, the employee must return to work.

ARTICLE 10 MILITARY LEAVE

Section 10.1 A full-time employee shall be granted a military leave of absence for a period up to thirty (30) days with pay as prescribed by the Code of Iowa.

Section 10.2 The Employer recognizes an employee's re-employment rights in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and any relevant state code.

ARTICLE 11 SICK LEAVE

Section 11.1 Accumulation: Sick leave shall be accrued by a regular full-time employee at the rate of one and one-half (1 1/2) days for each month, to a total of one hundred five (105) days. An employee who has exhausted all their sick leave may use accumulated vacation leave with pay.

Section 11.2 Use of Sick Leave: Accumulated sick leave may be used for any of the following:

- (a) Serious or confining illness of the employee.
- (b) Medical or dental appointments of employee which cannot be scheduled during non-working hours. In such cases, sick leave shall be charged in hourly

increments with a minimum of one (1) hour. Absences of more than one (1) hour shall be charged to the next highest hour.

- (c) Up to three (3) days of an employee's sick leave per calendar year may be used for serious illness in the immediate family (spouse, child, parent) in which the employee's presence is necessary.

Section 11.3 Notification: When absences due to sickness are necessitated, the employee shall notify the Department Head or his designated representative at least one (1) hour prior to the beginning of his/her scheduled reporting time. Failure to do so, without a bona fide reason, shall result in the employee being considered absent without leave, and subject to disciplinary action. The Department Head has the right to require a medical certificate from the employee for any sick leave.

Section 11.4 Probationary Employees: Probationary employees are not eligible for sick leave benefits. After successful completion of the probationary period, sick leave earned during said time period will be credited to the employee's account as of his/her date of employment.

Section 11.5 Date of Employment: For the purposes of this Article, an employee who begins his/her employment on or before the 15th day of the month will be credited with sick leave for the entire month. An employee who begins his/her employment after the 15th day of the month will begin to accrue sick leave on the first day of the month following his/her employment.

ARTICLE 12 FUNERAL LEAVE

Section 12.1 All regular full-time employees will be allowed two (2) days paid funeral leave per year for attendance at a funeral of an individual not specified below. This may be taken as four (4) half-day periods. In the case of a death in the immediate family, an employee may be allowed time off with pay not to exceed three (3) days for attendance at the funeral and other necessary related functions. Any additional time shall be deducted from the employee's accumulated sick leave. Immediate family shall be considered employee's spouse, child, stepchild, grandchild or parent. Up to two (2) days with pay may be granted for attendance at the funeral and other necessary related functions in the case of the death of an employee's parent-in-law, brother or sister.

ARTICLE 13 VACATIONS

Section 13.1 All employees having completed their probationary period shall receive vacation as follows:

After one (1) year continuous service, five (5) days vacation
After two (2) years continuous service, ten (10) days vacation
After ten (10) years continuous service, fifteen (15) days vacation
After fifteen (15) years continuous service, twenty (20) days vacation

Section 13.2 Vacations may not be carried over from one calendar year to the next year without approval of the Board of Supervisors.

Section 13.3 Vacations shall be granted on a "first come, first served" basis. If more than one request is received at the same time, seniority shall govern. The employee shall submit a written request for vacation prior to the requested time off. The request shall be presented to the Department Head. The Department Head may require the rescheduling of vacation leave when, in his judgment, it is necessary for the efficient operation of the department. Vacation time will normally be taken in weekly increments and in no case less than one (1) hour.

Section 13.4 Upon resignation or termination from County service, an employee shall be paid for all unused vacation left at time of termination; however, employees who quit without a minimum of two (2) weeks advance notice to the Employer shall forfeit vacation pay.

Section 13.5 Vacation pay will be at the employee's normal pay for the day or week for which he/she would have been regularly scheduled to work.

Section 13.6 In the event of the death of an employee, payment will be made to the surviving spouse or the estate of the employee any earned but unused vacation pay.

ARTICLE 14 HOLIDAYS

Section 14.1 All employees having completed their probationary period shall receive the following paid holidays:

New Year's Eve Day 1/2 Day	Veteran's Day
New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve Day 1/2 Day
Labor Day	Christmas Day
Presidents Day	Good Friday 1/2 Day

Section 14.2 Regular full-time employees shall be paid for each of the holidays set forth in this Article occurring during the period in which they are actively at work. An employee required to work on any recognized paid holiday shall be paid one and one-half (1 1/2) times the employee's straight time hourly rate for all hours worked, plus the paid holiday at said straight time rate. Holiday pay will be at the employee's normal pay for the day or week for which he/she would have been scheduled to work.

Section 14.3 To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after such holiday. If the employee is absent either or both of said workdays as a result of personal illness substantiated by a medical doctor's written statement, or on-the-job injury, or with prior approval from his/her immediate supervisor (non-bargaining unit), the employee shall be considered as having met these requirements. Any employee on leave of absence or layoff is not eligible for holiday pay. Any employee off work due to an on-the-job injury will not receive holiday pay after the first thirty (30) days of absence.

Section 14.4 If a recognized paid holiday falls within an employee's vacation period, an additional day with pay can be taken off work in conjunction with the vacation period.

Section 14.5 In addition to the above holidays, each full-time employee will be allowed one (1) casual day per calendar year to be taken at the employee's option, with prior approval of the Department Head.

ARTICLE 15

HOURS OF WORK AND OVERTIME

Section 15.1 The purpose of this Article is not to be construed as a guarantee of hours of work or pay per day or hours of work or pay per week. Determination of daily and weekly hours of work shall be determined by the Employer.

Workweek The normal workweek will be set by the department head and Board of Supervisors for regular full-time employees and shall consist of five (5) days Monday through Friday for all employees.

Overtime Overtime for hourly employees will be paid in compensatory time, at the rate of time and one-half (1 1/2) hours off for all hours worked in excess of forty (40) hours in any workweek. Paid leaves, vacation time, and holidays shall not be counted as working time for the purpose of determining overtime. Except for emergencies, any work in excess of the normal work period must be approved in advance by the employee's immediate supervisor. An employee shall be granted compensatory time off at the rate of one hour compensatory time off for each hour worked over thirty-five (35) but less than forty in a work week.

Compensatory time earned shall be used within 2 pay periods in which it is accrued. Any carryover beyond the current calendar year must be approved by the department head and Board of Supervisors.

Except in emergency cases, it is understood that routine paper work shall not necessitate overtime hours and can be completed on the next scheduled work day. There is no pyramiding of overtime.

Section 15.2 Except in emergencies, the Employer shall give the employee at least two (2) workdays notice of any changes in the work schedule.

ARTICLE 16 PAY PERIOD

Section 16.1 Pay period shall be fourteen (14) days every other Friday. If Friday is a holiday, the employees shall be paid on Thursday.

ARTICLE 17 STEWARDS

Section 17.1 The Employer recognizes the Union's right to have a Steward. Said Steward to be elected by the employees or appointed by the Union from among the employees in the unit.

Section 17.2 The authority of the Steward or alternate so designated by the Union shall be limited to and shall not exceed the following duties and activities:

- (a) The review and presentation of grievances with the Department Head or his designated representative in accordance with the provisions of the collective bargaining agreement.
- (b) The collection of dues if payroll deduction is not used, and then only when authorized by appropriate Local Union action.
- (c) The transmission of such messages and information which shall originate with, and are authorized by law, the Local Union or its officers, provided such message and information
 - 1. have been reduced to writing;
 - 2. if not reduced to writing, are of a routine nature and do not involve any violation of the no strike, no lockout Article.

ARTICLE 18 BULLETIN BOARDS

Section 18.1 The County will provide one (1) bulletin board which will be for the use of the Union. Posted information will be limited to:

- a. notices of Union meetings
- b. notices of Union elections
- c. results of Union elections
- d. notices of Union recreational, educational or social events
- e. other official notices of the Union

ARTICLE 19 VISITATION

Section 19.1 An authorized representative of the Union who has been previously identified by the Union to the Department Head for each visit will be permitted to visit the Department Head's office to ascertain that the Agreement is being complied with. Said Union representative is not to interfere with the Employer's operation.

ARTICLE 20 DUES CHECKOFF

Section 20.1 Upon receipt of a lawfully executed written authorization from an employee which may be revoked at any time by the employee giving the Employer and the Union thirty (30) days written notice, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction by the 15th day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

Section 20.2 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 21 INSURANCE

Section 21.1 The Employer agrees to pay the entire single premium for the employee towards a Health and Major Medical group insurance program. The parties agree that the employer shall be responsible for 75% of the family plan and the employee shall be responsible for 25%. The above language will become effective December 1, 2005, when the insurance change normally becomes effective.

The insurance rates, coverage and employee contribution in effect June 30, 2005, will continue until December 1, 2005

ARTICLE 22 MEAL ALLOWANCE

Section 26.1 When employees are required by the Employer to travel out of the County performing necessary work duties or training, they shall be allowed a reasonable amount per day to cover necessary expenses. The determination of the amount will be made by the Board.

ARTICLE 23 MILEAGE ALLOWANCE

Section 24.1 The Employer will compensate an employee at the rate per mile set by the Board of Supervisors when the employee is required to provide their own transportation in order to perform their job function or to attend schools that are Employer approved. An employee must prove he/she is covered by insurance when using their vehicles.

ARTICLE 24 FAMILY & MEDICAL LEAVE ACT

The parties agree to follow the Family and Medical Leave Act of 1992.

ARTICLE 25 LONGEVITY

Section 26.1 Longevity will be added to the employee's compensation for all regular full-time and regular part-time employees as follows:

<u>After Completion of:</u>	<u>Per Hour Pay</u>
5 years of service	\$.10
10 years of service	\$.15
15 years of service	\$.20
20 years of service	\$.25
25 years of service	\$.30
30 years of service	\$.35
35 years of service	\$.40
40 years of service	\$.45

This Section shall not apply to Department Heads, First Deputies, Administrative Assistants or Elected Officials.

ARTICLE 26 WAGES

<u>Base Wage Rate</u>			
<u>Name</u>	<u>As of July 1</u>		
	<u>2005</u>	<u>2006</u>	<u>2007</u>
Patti Rosauer	\$12.63	\$13.08	\$13.48
Rose Lowe	\$12.63	\$13.08	\$13.48
Betty Franzen	\$11.76	\$12.21	\$12.61
Brenda Schnoebelen	\$12.63	\$13.08	\$13.48
Donna Ambrose	\$10.79	\$11.34	\$11.79
Nancy Schlindwein	\$12.63	\$13.08	\$13.48
Anita Eschweiler	\$10.86	\$11.41	\$11.86
Nicole Murray	\$10.00	\$10.45	\$10.85

New employees will be hired at \$9.00 per hour and advance to \$9.50 after six (6) months. Employees will then receive the appropriate increase on July 1. The Employer may hire at a higher rate of pay at its discretion.

**ARTICLE 28
DURATION OF AGREEMENT**

Section 28.1 This Agreement, shall be effective beginning July 1, 2005, and shall continue in full force and effect until its expiration on June 30, 2008.

Signed this 15th day of July, 2005

CHICKASAW COUNTY, IOWA
COURTHOUSE

CHAUFFEURS, TEAMSTERS &
HELPERS LOCAL NO. 238

By: James J. Schueth
Chairperson,
County Board of Supervisors

By: Daryn Durham
Secretary/Treasurer

By: Audiga Babcock
Department Head Auditor

Acknowledged by:

Jan A. L.
HR-OneSource (Employer Representative)

J. H. G.
Business Representative

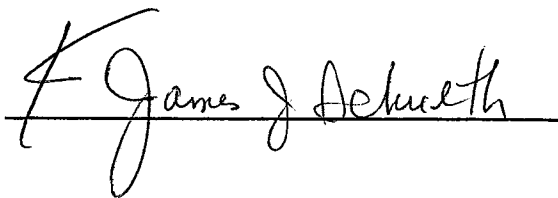
**APPENDIX A
LETTER OF UNDERSTANDING**

The parties, Chickasaw County Courthouse and Chauffeurs, Teamsters & Helpers, Local No. 238, agree that certain holidays may vary from year-to-year; based on the dates they fall. Because of this variation, the parties agree that the Courthouse will continue the practice of determining which day will be observed as the holiday. In no case will there be fewer holidays than listed in the agreement.

For the Union:

A stylized, handwritten signature in black ink, appearing to be a combination of initials and a surname, written over a horizontal line.

For the Employer:

A handwritten signature in black ink that reads "James J. Schuelth", written over a horizontal line.

APPENDIX B INSURANCE COMMITTEE

The parties to this agreement have agreed to the following actions for the 2005 - 2008 agreement:

- 1) The insurance coverage currently in effect will be changed January 1, 2006¹ as follows:
 - a. **Physician Services:** For physician services, the co-pay would remain the same for everything except "office visit services." Office visit services include such services that patients used to receive at hospitals, such as lab, x-ray, diagnostic testing, etc. Office visit services, beyond normal annual maintenance, will be paid at 90% after deductible.
 - b. **Out-of-Pocket Costs for "In and Out" of Network:** Annually the out-of-pocket maximums are \$1,500 per covered person and \$3,000 per family unit. Under the TPA's recommendation, if a person can get the needed services in the network, but decides to go outside of the network, the out-of-pocket maximums increase to \$6,500 and \$8,000 respectfully.
 - c. **Prescription Drugs:** Prescription benefit co-payment will remain the same however; the employee will be charged an additional 10% of the prescription balance for Formulary and Non-Formulary brand name drugs (emphasis added). *For example, if an employee would buy a Formulary name brand drug for \$50.00, the out-of-pocket expense to the employee would be \$23.00 (\$20.00 for the prescription co-pay and an additional \$3.00 surcharge (10% of the balance of \$30.00.))*
2. Each bargaining unit will be allowed one employee to participate during the month of June, July or August. The purpose of the meetings is to keep the union and employees informed regarding premium increases and possible ways to amend the insurance plan for the benefit of the employees and the County.

¹ The change in the premiums will begin December 1, 2005